

RECORDATION NO. 29232-A FILED

APR 09 '10 -12 45 PM

**SURFACE TRANSPORTATION BOARD**

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

April 9, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of April 9, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Security Agreement - Chattel Mortgage being filed with the Board under Recordation Number 29232.

The names and addresses of the parties to the enclosed document are.

Transferee: ARL Fifth LLC  
620 North Second Street  
St. Charles, Missouri 63301

Transferor: American Railcar Leasing LLC  
620 North Second Street  
St. Charles, Missouri 63301

Section Chief  
April 9, 2010  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

193 railcars within the series SHPX 208063 - SHPX 221669 and SHPX  
450658 - SHPX 454492 as more particularly set forth in the attachment to  
the document

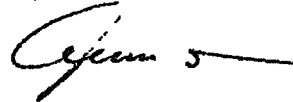
A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", followed by a horizontal flourish.

Robert W. Alvord

RWA/sem  
Enclosures

APR 09 '10 -12 45 PM

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT****SURFACE TRANSPORTATION BOARD**

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated as of April 9, 2010, between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company (the "Transferor"), and ARL FIFTH LLC, a Delaware limited liability company (the "Transferee").

**WHEREAS:** the Transferee and the Transferor desire to enter into this Agreement, in connection with the transfer of, among other things, the Equipment (as defined below), subject to the Leases (as defined below), from the Transferor to the Transferee; and

**WHEREAS:** the parties also desire to carry out the intent and purpose of the transfer of the Equipment by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases.

**NOW, THEREFORE,** in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Transferor for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the date hereof, does hereby sell, grant, bargain, convey, assign, transfer, deliver and set over to the Transferee, all of the Transferor's right, title and interest in and to the special purpose railcars described on Schedule 1 hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto (the "Equipment"). The Transferor hereby warrants to the Transferee and its successors and assigns that, on the date hereof, the Transferor has, and at the time of delivery of the items of Equipment, the Transferor will have, good and marketable, legal and beneficial title to the items of Equipment and good and lawful right to sell the items of Equipment and at the time of delivery, the items of Equipment will be free and clear of all liens, mortgage, deed of trust, pledge, claim, equity interest, participation agreement, security interest or other charge or encumbrance of any kind and interest of a vendor or a lessor under a conditional sale agreement, capital lease or title retention agreement (all of the foregoing "Liens") except the Liens being released contemporaneously with such delivery and transfer or Permitted Liens. The Transferor hereby covenants to defend title to the items of Equipment against demands of all persons or entities whomever based on claims originating prior to the delivery of the items of Equipment. For purposes of this Agreement, "Permitted Liens" means (a) Liens for taxes, assessments or governmental charges or levies which are not yet assessed or, if assessed, not yet due or contested in good faith by appropriate proceedings so long as such forfeiture or loss, of Equipment, (b) mechanics' materialmen's, suppliers', warehousemen's, operation of law in the ordinary course of business for which payment is not overdue or the payment of which is being contested in good faith by appropriate proceedings, so long as such forfeiture or loss, of Equipment, (c) Liens arising out of judgments or awards against the Transferor which are being contested in good faith by appropriate proceedings and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such

proceedings, in the reasonable judgment of the Transferor, do not involve any danger of sale, forfeiture or loss, of Equipment and (d) the rights of any user under any Lease to which an item of Equipment is then subject.

2. For purposes of this Agreement "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and, for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

3. Effective as of the date hereof, the Transferor hereby transfers, assigns, conveys, grants and sets over (collectively, "Transfer") to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this Transfer had not been made.

4. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, subject to the rights of lessees under the Leases, and the Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

5. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases and the equipment, as the case may be, to the Transferee.

6. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

7. This Agreement shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

8. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without regard to the laws of the of conflict of laws

thereof (except for Section 5-1401 and Section 5-1402 of the New York General Obligations Law). THE BILL OF SALE CONTAINED IN THIS AGREEMENT IS DELIVERED BY THE TRANSFEROR TO THE TRANSFEREE IN ST. CHARLES, MISSOURI.

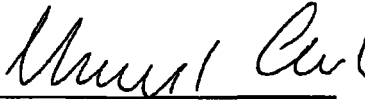
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature delivered by facsimile shall be equally effective as delivery of an originally executed counterpart.

[Signature Page Follows]

***IN WITNESS WHEREOF***, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed in one or more counterparts as of the date first above written.

**TRANSFEROR**

**AMERICAN RAILCAR LEASING LLC**

By: 


**Name: Umesh Choksi**

**Title: Chief Financial Officer**

**TRANSFeree**

**ARL FIFTH LLC**

**By: American Railcar Leasing, LLC, Member**

By: 

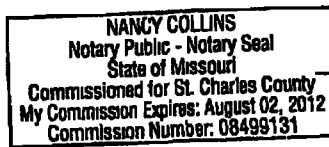
**Name: Umesh Choksi**

**Title: Chief Financial Officer**

**[Signature Page to the Bill of Sale and Assignment and Assumption Agreement]**

STATE OF MISSOURI                    )  
  ) ss.:  
COUNTY OF ST. CHARLES            )

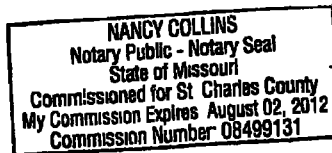
On this 8th day of April, 2010, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he is Chief Financial Officer of AMERICAN RAILCAR LEASING LLC, the sole member of ARL FIFTH LLC; that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



*Nancy Collins*  
\_\_\_\_\_  
Notary Public

STATE OF MISSOURI                    )  
  ) ss.:  
COUNTY OF ST. CHARLES            )

On this 8th day of April, 2010, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he is Chief Financial Officer of AMERICAN RAILCAR LEASING LLC, that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



*Nancy Collins*  
\_\_\_\_\_  
Notary Public

**SCHEDULE 1**



<b>Lessee Code</b>	<b>Contract</b>	<b>Rptg Mark</b>	<b>Car Number</b>
1549	81410002	SHPX	208063
1549	81410002	SHPX	208064
1549	81410002	SHPX	208065
1549	81410002	SHPX	208066
1549	81410002	SHPX	208067
1549	81410002	SHPX	208068
1549	81410002	SHPX	208069
1549	81410002	SHPX	208070
1549	81410002	SHPX	208072
1549	81410002	SHPX	208073
1549	81410002	SHPX	208074
1549	81410002	SHPX	208075
1549	81410002	SHPX	208076
1549	81410002	SHPX	208077
1549	81410002	SHPX	208078
1549	81410002	SHPX	208079
1549	81410002	SHPX	208080
1549	81410002	SHPX	208081
1549	81410002	SHPX	208082
1549	81410002	SHPX	208083
1549	81410002	SHPX	208084
1549	81410002	SHPX	208085
1549	81410002	SHPX	208086
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1549	81410002	SHPX	209061
1549	81410002	SHPX	209062
1549	81410002	SHPX	209064
1549	81410002	SHPX	209065
1549	81410002	SHPX	209066
1549	81410002	SHPX	209067
1549	81410002	SHPX	209068
1549	81410002	SHPX	209069
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1791	84780004	SHPX	209715
1791	84780004	SHPX	209716
1791	84780004	SHPX	209717
1853	87650001	SHPX	210030
1853	87650001	SHPX	210031
1853	87650001	SHPX	210032
1853	87650001	SHPX	210033
1853	87650001	SHPX	210034
1853	87650001	SHPX	210035
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1853	87650001	SHPX	210038
1853	87650001	SHPX	210039
1853	87650001	SHPX	210040
1853	87650001	SHPX	210041
1853	87650001	SHPX	210042
1853	87650001	SHPX	210043
1853	87650001	SHPX	210045
1853	87650001	SHPX	210046
1831	86640004	SHPX	210049

<b>Lussee Code</b>	<b>Contract</b>	<b>Rptg Mark</b>	<b>Car Number</b>
1831	86640004	SHPX	210050
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1831	86640004	SHPX	210052
1831	86640004	SHPX	210062
1831	86640004	SHPX	210068
1831	86640004	SHPX	210069
1831	86640004	SHPX	210071
1853	87650002	SHPX	210230
1853	87650002	SHPX	210239
1853	87650002	SHPX	210242
1853	87650002	SHPX	210245
1853	87650002	SHPX	210246
1853	87650002	SHPX	210250
211	45100081	SHPX	210360
211	45100081	SHPX	210361
211	45100081	SHPX	210362
211	45100081	SHPX	210363
211	45100081	SHPX	210364
211	45100081	SHPX	210365
211	45100081	SHPX	210366
211	45100081	SHPX	210367
211	45100081	SHPX	210368
211	45100081	SHPX	210369
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1872	88400001	SHPX	210418
1872	88400001	SHPX	210419
92	88580000	SHPX	210522
92	88580000	SHPX	210523
92	88580000	SHPX	210524
92	88580000	SHPX	210525
92	88580000	SHPX	210526
92	88580000	SHPX	210527
92	88580000	SHPX	210528
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92	88580000	SHPX	210530
92	88580000	SHPX	210531
92	88580000	SHPX	210532
92	88580000	SHPX	210533
92	88580000	SHPX	210534
92	88580000	SHPX	210535
92	88580000	SHPX	210536
1059	85060001	SHPX	221639
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1059	85060001	SHPX	221641
1059	85060001	SHPX	221642
1059	85060001	SHPX	221643
1059	85060001	SHPX	221644
1059	85060001	SHPX	221645
1059	85060001	SHPX	221646
1059	85060001	SHPX	221647
1059	85060001	SHPX	221648
1059	85060001	SHPX	221649
1059	85060001	SHPX	221650
1059	85060001	SHPX	221651
1059	85060001	SHPX	221652

<b>Lessee Code</b>	<b>Contract</b>	<b>Rptg Mark</b>	<b>Car Number</b>
1059	85060001	SHPX	221653
1059	85060001	SHPX	221654
1059	85060001	SHPX	221655
1059	85060001	SHPX	221656
1059	85060001	SHPX	221657
1059	85060001	SHPX	221658
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1059	85060001	SHPX	221664
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1059	85060001	SHPX	221666
1059	85060001	SHPX	221667
1059	85060001	SHPX	221668
1059	85060001	SHPX	221669
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168	77300082	SHPX	450660
168	77300082	SHPX	450661
168	77300082	SHPX	450662
168	77300082	SHPX	450663
168	77300082	SHPX	450664
168	77300082	SHPX	450665
168	77300082	SHPX	450666
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168	77300082	SHPX	450672
168	77300082	SHPX	450673
168	77300082	SHPX	450674
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1847	87380001	SHPX	450717
1847	87380001	SHPX	450718
1847	87380001	SHPX	450719
1847	87380001	SHPX	450720
1847	87380001	SHPX	450721

<b>Lessee Code</b>	<b>Contract</b>	<b>Rptg Mark</b>	<b>Car Number</b>
1847	87380001	SHPX	450722
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1847	87380001	SHPX	450725
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1847	87380001	SHPX	450727
1847	87380001	SHPX	450728
1847	87380001	SHPX	450729
1847	87380001	SHPX	450730
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1847	87380001	SHPX	450734
1847	87380001	SHPX	450735
1847	87380001	SHPX	450736
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1847	87380001	SHPX	450748
1847	87380001	SHPX	450749
1847	87380001	SHPX	450750
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1847	87380001	SHPX	450752
1791	84780002	SHPX	454487
1791	84780002	SHPX	454488
1791	84780002	SHPX	454489
1791	84780002	SHPX	454490
1791	84780002	SHPX	454491
1791	84780002	SHPX	454492
<b>Total Number of Railcars:</b>			<b>193</b>

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated:

4/9/10



Robert W Alvord